

# Purchase Agreement Amendment

Page 1 of 1



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
CAPITOL HILL  
PROVIDENCE RI 02908

<b>V E N D O R</b>	BRENNAN OIL & HEATING CO INC  9 TAG DR NORTH PROVIDENCE, RI 02911	Amendment Date: 12-SEP-06 Original Award Date: 10-JUN-06 Buyer: L Roche Phone #: N/A FOB: Destination Terms: NET 30	Change Order Number <b>5</b> Award Number <b>68M00333115</b> Vendor Number <b>293</b> Effective Period 01-AUG-05 - 31-JUL-07
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<b>S H I P T O</b>	409 MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States		<b>I N V O I C E</b>	409 MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States
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Department			Bid Number		C/O Req#
DEPT not found					
Line #	Item	Class-Item	Quantity	Unit	Unit Price
		9/12/06 CHANGE TO PO #68M00333115 DATED 8/3/05  CHANGE EFFECTIVE DATE: FROM: 8/1/05 - 6/30/07 TO: 8/1/05 - 7/31/07			
				Total	

This Notice of Award/Purchase Order is issued in accordance with the specific requirements described herein and the State's Purchasing Regulations and General Conditions of Purchase, copies of which are available at [www.purchasing.state.ri.gov](http://www.purchasing.state.ri.gov).

Delivery of goods or services as described herein shall be deemed acceptance of these requirements.

# Purchase Agreement Amendment

Page 1 of 1



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
CAPITOL HILL  
PROVIDENCE RI 02908

<b>V E N D O R</b>	BRENNAN OIL & HEATING CO INC  9 TAG DR NORTH PROVIDENCE, RI 02911	Amendment Date: 24-AUG-06 Original Award Date: 10-JUN-06 Buyer: L Roche Phone #: N/A FOB: Destination Terms: NET 30	Change Order Number 4 Award Number <b>68M00333115</b> Vendor Number <b>293</b> Effective Period 01-AUG-05 - 30-JUN-07
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<b>S H I P T O</b>	409 MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States		<b>I N V O I C E</b>	409 MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States
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Department			Bid Number		C/O Req#
DEPT not found					
Line #	Item	Class-Item	Quantity	Unit	Unit Price
		8/24/06 CHANGE TO PO #68M00333115 DATED 8/3/05  CHANGE EFFECTIVE DATE: FROM: 8/1/05 - 9/30/06 TO: 8/1/05 - 6/30/07  /db			
				Total	

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# Price Agreement Amendment

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Printed: 7/5/2006

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
CAPITOL HILL  
PROVIDENCE RI 02908

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BRENNAN OIL & HEATING CO INC  
9 TAG DR  
NORTH PROVIDENCE RI 02911

## #2 FUEL OIL, KEROSENE & DIESEL

Amendment Date: 06/30/2006

Original Award Date: 08/03/2005

Buyer: ROCHE, LINDA P

Phone #: (401) 222 - 2142 ext. 118

FOB: F.O.B., Destination

Terms: Net 30

Change Order Number

2

Award Number

**68M00333115**

Effective Period:

08/01/2005 - 09/30/2006

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ADMINISTRATION  
MASTER PRICE AGREEMENT  
RELEASE AGAINST RI MPA

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ADMINISTRATION  
MASTER PRICE AGREEMENT  
RELEASE AGAINST RI MPA

Change Order Note: Change Order for Header Blanket End Date Changed: Original Date = 7/31/2006 00:00:00 - New Date = 9/30/2006 00:00:00

Department				Bid Number	C/O Req #
ADMINISTRATION				MPA-106	B05173
Item	Class-Item	Bid #	Requisition #	Unit	Unit Price
	8/1/05 - 7/31/06 WITH OPTION TO RENEW FOR TWO (2) ADDITIONAL TWELVE (12) MONTH PERIODS AT THE STATE'S SOLE OPTION.  MASTER PRICE AGREEMENT #106  Change Order for Item  Blanket End Date Changed: Original Date = 7/31/2006 00:00:00 - New Date = 9/30/2006 00:00:00				

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STATE PURCHASING AGENT/DESIGNEE

ACCOUNTING

DATE RELEASED



# Price Agreement Amendment

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Printed: 8/9/2005

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
CAPITOL HILL  
PROVIDENCE RI 02908

V E N D O R	BRENNAN OIL & HEATING CO INC
	9 TAG DR
	NORTH PROVIDENCE RI 02911

<b>#2 FUEL OIL, KEROSENE &amp; DIESEL</b>
Amendment Date: 08/09/2005
Original Award Date: 08/03/2005
Buyer: ROCHE, LINDA P
Phone #: (401) 222 - 2142 ext. 118
FOB: F.O.B., Destination
Terms: Net 30

Change Order Number
<b>1</b>
Award Number
<b>68M00333115</b>
Effective Period:
08/01/2005 - 07/31/2006

S H I P T O	ADMINISTRATION
	MASTER PRICE AGREEMENT
	RELEASE AGAINST RI MPA

I N V O I C E	ADMINISTRATION
	MASTER PRICE AGREEMENT
	RELEASE AGAINST RI MPA

Change Order Note: CHANGE ORDER #1

Department				Bid Number	C/O Req #
ADMINISTRATION		MPA-106		B05173	
Item	Class-Item	Bid #	Requisition #	Unit	Unit Price
	CHANGE ORDER #1				
	CHANGE TO PO #68M00333115 DATED 8/3/05				
	CHANGES FOR VENDORS FOR DIESEL FUEL				
	DISTRICT 2 TO 345 DENNIS K BURKE FROM BRENNAN OIL				
	DISTRICT 4 TO 345 DENNIS K BURKE FROM BUCKLEY				
	DISTRICT 5 TO 337 DENNIS K BURKE FROM BRENNAN OIL				
	DISTRICT 6 TO 337 DENNIS K BURKE FROM BUCKLEY				
	DISTRICT 8 TO 395 DENNIS K BURKE FROM BUCKLEY				
	SEE REVISED PRICE SHEETS ATTACHED				

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STATE PURCHASING AGENT/DESIGNEE	
ACCOUNTING	DATE RELEASED

MASTER PRICE AGREEMENT: #2 FUEL OIL, KEROSENE, DIESEL MPA #106  
EFFECTIVE PERIOD: 8/1/05 – 7/31/06 WITH THE STATE'S SOLE OPTION TO RENEW FOR TWO  
ADDITIONAL TWELVE MONTH PERIODS PER BID #B05173 OPENED 6/3/05.

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**AWARD FOR #2 FUEL OIL, DIESEL FUEL AND KEROSENE BY DISTRICT**

For purposes of this Master Price Agreement, the State has been divided into ten districts. Select the district where your agency is located and purchase your requirements from the appropriate vendor.

Prices charged will be the lowest Providence Terminal Tank Car Price as found under the Daily Petroleum prices of the Journal of Commerce plus the increment for each item in each district.

Vendor invoice must reference the Award number.

Diesel fuel increments include the current taxes charged on diesel motor fuel of 30 cents per gallon.

**District, vendor and pricing REVISED as follows:**

**DISTRICT 1**

Burrillville, Gloucester

#2 Fuel Oil

White Fuel Oil	Increment	+ .15
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Diesel Fuel

Brennan	Increment	+ .35
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**DISTRICT 2**

Woonsocket, North Smithfield, Smithfield,  
Cumberland, Lincoln, Central Falls,  
North Providence

#2 Fuel Oil

Brennan	Increment	+ .045
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Diesel Fuel

Dennis K. Burke	Increment	+ .345
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**DISTRICT 3**

Foster and Scituate

#2 Fuel Oil

Brennan	Increment	+ .05
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Diesel Fuel

Brennan	Increment	+ .345
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MASTER PRICE AGREEMENT: #2 FUEL OIL, KEROSENE, DIESEL MPA #106  
EFFECTIVE PERIOD: 8/1/05 – 7/31/06 WITH THE STATE'S SOLE OPTION TO RENEW FOR TWO  
ADDITIONAL TWELVE MONTH PERIODS PER BID #B05173 OPENED 6/3/05.

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**DISTRICT 4**

Coventry, West Greenwich

#2 Fuel Oil

White Fuel Oil	Increment	+ .15
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Diesel Fuel

Dennis K. Burke	Increment	+ .345
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**DISTRICT 5**

Pawtucket, Providence, Johnston, East Providence

#2 Fuel Oil

Brennan	Increment	+ .0390
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Diesel Fuel

Dennis K. Burke	Increment	+ .337
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**DISTRICT 6**

Warwick, East Greenwich, West Warwick, Cranston

#2 Fuel Oil

White Fuel Oil	Increment	+ .13
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Diesel Fuel

Dennis K. Burke	Increment	+ .337
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**DISTRICT 7**

Hopkinton, Richmond, Exeter, Charlestown, Westerly

#2 Fuel Oil

White Fuel Oil	Increment	+ .15
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Diesel Fuel

Buckley	Increment	+ .3860
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MASTER PRICE AGREEMENT: #2 FUEL OIL, KEROSENE, DIESEL MPA #106  
EFFECTIVE PERIOD: 8/1/05 – 7/31/06 WITH THE STATE'S SOLE OPTION TO RENEW FOR TWO  
ADDITIONAL TWELVE MONTH PERIODS PER BID #B05173 OPENED 6/3/05.

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**DISTRICT 8**

North Kingstown, Jamestown, Narragansett,  
South Kingstown

#2 Fuel Oil

White Fuel Oil	Increment	+ .13
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Diesel Fuel

Dennis K. Burke	Increment	+ .395
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Marine Diesel Fuel

White Fuel Oil	Increment	+ .15
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**DISTRICT 9**

Warren, Bristol, Barrington

#2 Fuel Oil

Brennan	Increment	+ .059
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Diesel Fuel

Brennan	Increment	+ .35
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**DISTRICT 10**

Tiverton, Portsmouth, Middletown, Newport  
Little Compton

#2 Fuel Oil

White Fuel Oil	Increment	+ .18
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Diesel Fuel

Dennis K. Burke	Increment	+ .387
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MASTER PRICE AGREEMENT: #2 FUEL OIL, KEROSENE, DIESEL MPA #106  
EFFECTIVE PERIOD: 8/1/05 – 7/31/06 WITH THE STATE'S SOLE OPTION TO RENEW FOR TWO  
ADDITIONAL TWELVE MONTH PERIODS PER BID #B05173 OPENED 6/3/05.

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**LABOR RATES BY VENDOR**

**BRENNAN**

Monday – Friday	8:00 AM – 4:00 PM	\$75.00 / HOUR
Monday – Friday	4:00 PM – 8:00 AM	\$112.50 / HOUR
Saturday, Sunday, Holidays		\$112.50 / HOUR

Parts Discount from List -5%

Minimum 1 Hour

**WHITE FUEL OIL**

Monday – Friday	8:00 AM – 4:00 PM	\$100.00 / HOUR
Monday – Friday	4:00 PM – 8:00 AM	\$100.00 / HOUR
Saturday, Sunday, Holidays		\$150.00 / HOUR

Parts are cost plus 30%

Vendor must include part cost with invoice.

Vendor must itemize all hourly labor invoices indicating number of men, hours spent, cost price on parts and discount. **Agency must authorize the use of more than one man.** Service is limited to routine maintenance and boiler cleanings.

Agency must forward a Direct Purchase Order Release form to the vendor which must include the following:

- Tank location
- Tank size
- Automatic delivery or will call
- Billing address
- Agency contact person
- Agency telephone number

To assure timely deliveries – forms must be received by the vendor by August 15, 2005.



# Notice of Price Agreement Award



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
CAPITOL HILL  
PROVIDENCE RI 02908

<b>V E N D O R</b>	<b>BRENNAN OIL &amp; HEATING CO INC</b> 9 TAG DR NORTH PROVIDENCE RI 02911	<b>#2 FUEL OIL, KEROSENE &amp; DIESEL</b>	
		Award Number <b>68M00333115</b>	Effective Period <b>8/1/05 - 7/31/06</b>

<b>S H I P T O</b>	<b>ADMINISTRATION</b> <b>MASTER PRICE AGREEMENT</b> <b>RELEASE AGAINST RI MPA</b>	Date: 08/03/2005 Buyer: LINDA ROCHE Shipping: F O B., Destination Terms: Net 30	<b>I N V O I C E</b>	<b>ADMINISTRATION</b> <b>MASTER PRICE AGREEMENT</b> <b>RELEASE AGAINST RI MPA</b>

Department		Bid Number	Requisition Number
ADMINISTRATION		B05173	
Item		Unit	Unit Price
	<p>8/1/05 - 7/31/06 WITH OPTION TO RENEW FOR TWO (2) ADDITIONAL TWELVE (12) MONTH PERIODS AT THE STATE'S SOLE OPTION</p> <p>MASTER PRICE AGREEMENT #106</p> <p>THIS IS A NOTICE OF AWARD, NOT AN ORDER. Any quantity reference in the agreement or in the bid preceding it are estimates only and do not represent a commitment on the part of the state to any level of billing activity, other than for quantities or volumes specifically released during the term. No action is to be taken except as specifically authorized, as described herein under AUTHORIZATION AND RELEASE</p> <p>ENTIRE AGREEMENT - This NOTICE OF AWARD, with all attachments, and any release(s) against it shall be subject to: (1) the specifications, terms and conditions set forth in the Request/Bid Number cited herein, (2) the General Terms and Conditions of Contracts for the State of Rhode Island and (3) all provisions of, and the Rules and Regulations promulgated pursuant to, Title 37, Chapter 2 of the General Laws of the State of Rhode Island. This NOTICE shall constitute the entire agreement between the State of Rhode Island and the Vendor. No assignment of rights or responsibility will be permitted except with the express written permission of the State Purchasing Agent or his designee.</p> <p>CANCELLATION, TERMINATION and EXTENSION - This Price Agreement shall automatically terminate as of the date(s) described under CONTRACT PERIOD unless this Price Agreement is altered by formal amendment by the State Purchasing Agent or his designee upon mutual agreement between the State and the Vendor.</p> <p>STATEWIDE APPLICABILITY - Political Subdivisions (cities, towns, schools, quasi-public agencies), as authorized by law, may participate in this Agreement. All ordering and billing shall be between the vendor and the political subdivision (only).</p>		

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STATE PURCHASING AGENT/DESIGNEE

*WPK*

VENDOR COPY



# Notice of Price Agreement Award

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Printed: 8/3/2005

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
CAPITOL HILL  
PROVIDENCE RI 02908

<b>V E N D O R</b>	BRENNAN OIL & HEATING CO INC 9 TAG DR NORTH PROVIDENCE RI 02911	<b>#2 FUEL OIL, KEROSENE &amp; DIESEL</b>	
		Award Number <b>68M00333115</b>	Effective Period: <b>8/1/05 - 7/31/06</b>

<b>S H I P T O</b>	ADMINISTRATION MASTER PRICE AGREEMENT RELEASE AGAINST RI MPA	Date: 08/03/2005 Buyer: LINDA ROCHE Shipping: F.O.B., Destination Terms: Net 30	<b>I N V O I C E</b>	ADMINISTRATION MASTER PRICE AGREEMENT RELEASE AGAINST RI MPA

Department		Bid Number	Requisition Number
ADMINISTRATION		MPA-106	B05173
Item		Unit	Unit Price
	<p>REPORTS - The Vendor agrees to provide the State with quarterly reports describing activity against this Price Agreement. If this is a Master Price Agreement, such reports shall include usage by municipalities, quasi-public agencies, schools, etc. All reports shall contain the following data: (1) Billing volume in dollars and (2) quantity shipped for each line item in the price agreement. When there are no line items in the price agreement, vendor shall report volume by catalog order numbers, with a brief description of each order number.</p> <p>Reports must be submitted to the RI Division of Purchases to the attention BUYER named in this notice, identifying the Agreement number and the Reporting Period. Quarterly reports shall be due 45 calendar days after the end of each quarter. Failure to submit required reports shall be considered a breach of the contractor's obligations and may be considered, at the discretion of the State Purchasing Agent, sufficient cause for the termination of the agreement and other outstanding agreements and orders, and possible suspension from participation in additional State procurements.</p> <p>THIS IS A MULTI-YEAR BID/CONTRACT. PER RHODE ISLAND STATE LAW 37-2-33, CONTRACT OBLIGATIONS BEYOND THE CURRENT FISCAL YEAR ARE SUBJECT TO AVAILABILITY OF FUNDS. CONTINUATION OF THE CONTRACT BEYOND THE INITIAL FISCAL YEAR WILL BE AT THE DISCRETION OF THE STATE.</p> <p>TERMINATION MAY BE EFFECTED BY THE STATE BASED UPON DETERMINING FACTORS SUCH AS UNSATISFACTORY PERFORMANCE OR THE DETERMINATION BY THE STATE TO DISCONTINUE THE GOODS/SERVICES, OR TO REVISE THE SCOPE AND NEED FOR THE TYPE OF GOODS/SERVICES; ALSO MANAGEMENT OWNER DETERMINATIONS THAT MAY PRECLUDE THE NEED FOR GOODS/SERVICES.</p>		

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STATE PURCHASING AGENT/DESIGNEE

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# Notice of Price Agreement Award

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Printed: 8/3/2005

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
CAPITOL HILL  
PROVIDENCE RI 02908

V E N D O R	BRENNAN OIL & HEATING CO INC 9 TAG DR NORTH PROVIDENCE RI 02911	<b>#2 FUEL OIL, KEROSENE &amp; DIESEL</b>	
		Award Number <b>68M00333115</b>	Effective Period: <b>8/1/05 - 7/31/06</b>

S H I P T O	ADMINISTRATION MASTER PRICE AGREEMENT RELEASE AGAINST RI MPA	Date: 08/03/2005 Buyer: LINDA ROCHE Shipping: F.O.B., Destination Terms: Net 30	I N V O I C E	ADMINISTRATION MASTER PRICE AGREEMENT RELEASE AGAINST RI MPA

Department		Bid Number	Requisition Number
ADMINISTRATION		MPA-106	B05173
Item		Unit	Unit Price
	<p>ANNUAL RENEWAL INSURANCE CERTIFICATES FOR WORKERS' COMPENSATION, PUBLIC LIABILITY, PROPERTY DAMAGE INSURANCE, AUTO INSURANCE, PROFESSIONAL LIABILITY INSURANCE (AKA ERRORS &amp; OMISSIONS), BUILDER'S RISK INSURANCE, SCHOOL BUSING AUTO LIABILITY, ENVIRONMENTAL IMPAIRMENT (AKA POLLUTION CONTROL), VESSEL OPERATION (MARINE OR AIRCRAFT) PROTECTION &amp; INDEMNITY, ETC., MUST BE SUBMITTED TO THE SPECIFIC AGENCY IDENTIFIED IN THE "BILL TO" SECTION OF THE PURCHASE ORDER. CERTIFICATES ARE ANNUALLY DUE PRIOR TO THE BEGINNING OF ANY CONTRACT PERIOD BEYOND THE INITIAL TWELVE-MONTH PERIOD OF A CONTRACT. FAILURE TO PROVIDE ANNUAL INSURANCE CERTIFICATION MAY BE GROUNDS FOR CANCELLATION.</p> <p>THIS PURCHASE ORDER IS AWARDED SUBJECT TO EQUAL OPPORTUNITY COMPLIANCE.</p> <p>#2 FUEL OIL, KEROSENE &amp; DIESEL PER ATTACHED PRICING.</p> <p>EVERY PERSON OR BUSINESS ENTITY PROVIDING GOODS OR SERVICES AT A COST OF \$5000 CUMULATED VALUE IS REQUIRED TO FILE AN AFFIDAVIT REGARDING POLITICAL CAMPAIGN CONTRIBUTIONS WITH THE RI STATE BOARD OF ELECTIONS EVEN IF NO REPORTABLE CAMPAIGN CONTRIBUTIONS HAVE BEEN MADE. (RI GENERAL LAW 17-27) FORMS OBTAINED AT BOARD OF ELECTIONS, CAMPAIGN FINANCE DIVISION, 50 BRANCH AVENUE, PROVIDENCE, RI 02904 (401-222-2056).</p> <p>DELIVERY OF GOODS OR SERVICES AS REQUESTED BY AGENCY. PAYMENTS WILL BE AUTHORIZED UPON SUBMISSION OF PROPERLY RENDERED INVOICES NO MORE THAN MONTHLY TO THE RECEIVING AGENCY. ANY UNUSED BALANCE AT END OF BLANKET PERIOD IS AUTOMATICALLY CANCELLED.</p> <p>VENDOR CONTACT PERSON: DENNIS BRENNAN VENDOR TELEPHONE #: 401-353-4210</p>		

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VENDOR COPY

STATE PURCHASING AGENT/DESIGNEE
<i>Linda Roche</i>

## **TERMS AND CONDITIONS OF PRICING AGREEMENT**

**SCOPE AND LIMITATIONS** - This Agreement covers requirements as described herein, ordered by State agencies during the Agreement Period. No additional or alternative requirements are covered, unless added to the Agreement by formal amendment by the State Purchasing Agent or his designee.

Under State Purchasing Law, 37-2-54, "no purchase or contract shall be binding on the state or any agency thereof unless approved by the department [of administration] or made under general regulations which the chief purchasing officer may prescribe." Under State Purchasing Regulation 8.2.1.1.2, "any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the Office of Purchases may be disregarded and shall not be binding on the state."

**PRODUCT ACCEPTANCE** - All merchandise offered or otherwise provided shall be new, of prime manufacture, and of first quality unless otherwise specified by the State. The State reserves the right to reject all nonconforming goods, and to cause their return for credit or replacement, at the State's option.

- a) Failure by the state to discover latent defect(s) or concealed damage or non-conformance shall not foreclose the State's right to subsequently reject the goods in question.
- b) Formal or informal acceptance by the State of non-conforming goods shall not constitute a precedent for successive receipts or procurements.

Where the vendor fails to cure the defect promptly or replace the goods, the State reserves the right to cancel the Release, contract with a different vendor, and to invoice the original vendor for any differential in price over the original contract price.

## **ORDER AUTHORIZATION AND RELEASE AGAINST PRICING AGREEMENT**

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency.

**State Agencies** shall request release as follows: All releases shall reference the Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein.

A Department Purchase Order (DPO) listing the items ordered shall be created by the agency. The agency may mail or fax a copy of the order to the Vendor. In some cases the agency may request delivery by telephone, but must provide the Vendor with a DPO Order Number reference for billing purposes. Vendors are encouraged to require written orders to assure payments are processed accurately and promptly.

**DELIVERY** - If this is an MPA, Vendor will obtain "ship to" information from each participating agency. This information will be contained in the DPO. APA delivery information will be contained in the Notice of Award.

**PRICING** - All pricing shall be as described herein, and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected herein.

**INVOICING** - All invoices shall reference the DPO Order Number(s), Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein. If this is an MPA, Vendor will obtain "bill to" information from each participating agency. This information will be contained in the DPO. APA billing information will be contained in the Notice of Award.

**PAYMENT** - Invoices for items not received, not priced according to contract or for work not yet performed will not be honored. No payment will be processed to any vendor for whom there is no IRS W-9 on file with the State Controller.